

# Martin Marietta Materials

0008

M0010036  
TASK ID# 3076

CC: Tom  
Paul

Western Division  
11900 W. 87th St. Parkway  
Suite 200  
Lenexa, KS 66215  
Telephone (913) 390-8396  
Fax (913) 747-1016

July 17, 2009

Penny Berry  
State of Utah  
DNR – Div. Of Oil, Gas, and Mining  
1594 West North Temple, Suite 1210  
Salt Lake City, Utah 84114-5801  
(801) 538-5291

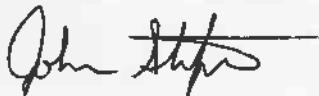
RE: Application for Transfer NOI to Commence LMO and LM Reclamation Contract  
for Mine Permit # M/010/036

Dear Ms. Berry,

Please find enclosed the Application for Transfer NOI to Commence Large Mining Operations and Large Mine Reclamation Contract for the Milford Quarry (Permit # M/010/036. Martin Marietta Materials has purchased the quarry from Twin Mountain Rock Company. I have also enclosed a copy of the bond that was previously submitted.

If you have any questions please call me at our Lenexa, Kansas office (913) 378-1806 or email me at [john.Stafne@martinmarietta.com](mailto:john.Stafne@martinmarietta.com).

Sincerely,  
**Martin Marietta Materials Inc.**



John Stafne  
Natural Resources and Land Manager  
Western Division

Cc: file  
Shelby Olsen  
James Nicholson

RECEIVED

JUL 20 2009

DIV. OF OIL, GAS & MINING

0008

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
1594 West North Temple, Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291

\* \* \* \* \*

APPLICATION FOR TRANSFER  
OF  
NOTICE OF INTENTION TO COMMENCE LARGE MINING OPERATIONS

Application is hereby made to transfer the permit to commence large mining operations for the  
Milford Quarry mine, permit # M/010 /036, currently  
operated by Twin Mountain Rock Company (transferor)  
to Martin Marietta Materials, Inc. (transferee).

As used herein, TRANSFEROR refers to the current operator; TRANSFEE refers to the  
proposed new operator; NOI refers to the Notice of Intention to Commence Large Mining  
Operations; PERMIT refers to the approved (or accepted) NOI, including the reclamation  
contract and reclamation surety.

Upon approval of the Application for Transfer:

1. The Transferor agrees to transfer all rights and obligations to operate under the terms of the NOI to the Transferee, The Transferor will not retain any rights to conduct mining operations within the area covered by the approved NOI.
2. Both parties understand the transfer of the ***NOI is not complete until all the applicable requirements are met***, including the submittal and Division approval of an appropriate reclamation surety and a reclamation contract.
3. The transferee has read and has a copy of the current NOI.
4. The Transferee has inspected the site and is fully aware of all existing conditions and responsible for compliance with the conditions of the permit and the obligations regardless of the nature of the conditions at the site.
5. Transferee shall conduct mining operations on lands included in the NOI in accordance with the Utah Mined Land Reclamation Act, (ACT) Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended), and the rules promulgated under the ACT (R647- et seq., and the approved NOI.
6. The Transferee shall provide a surety in a form and amount approved by the Division to assure reclamation of the lands affected by the mining operations.

The **Transferor** will remain liable for compliance at the mine site until this transfer application is approved.

TaskID# 3076  
mcc10036  
cc: Tom  
Paul

RECEIVED

JUL 20 2009

DIV. OF OIL, GAS & MINING

The signatory below represents that he/she has authority to execute this transfer on behalf of the Transferor, if not a natural person. Statements made in the application are true and correct to the best of my knowledge and belief.

TRANSFEROR:

Twin Mountain Rock Company

Operator/Transferor Name

By Leslie S. White

Name of Authorized Officer (Typed or Printed)

General Counsel, Assistant Secretary

Title of Authorized Officer

Leslie S. White

Officer's Signature

7-14-09

Date

STATE OF TEXAS )

) ss:

COUNTY OF HARRIS )

On the 14<sup>th</sup> day of July, 20 09, Leslie S. White  
personally appeared before me, who being by me duly sworn did say that he/she is  
an Asst. Secretary (owner, officer, director, partner, agent or other (specify))  
of the Operator Twin Mountain Rock Company  
and duly acknowledged that said instrument was signed on behalf of said Operator  
by authority of its bylaws, a resolution of its board of directors, or as may otherwise  
be required to execute the same with full authority and to be bound hereby.

Jeanine Wilder

Notary Public

Harris County, Texas

Residing at

Sept. 14, 2011

My Commission Expires:



The signatory below represents that he/she has authority to execute this transfer on behalf of the Operator/Transferee, if not a natural person; and the operator/transferee is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah. Statements made in the application are true and correct to the best of my knowledge and belief.

TRANSFeree:

Martin Marietta Materials, Inc.

Operator/Transferor Name

By Bruce Vaio

Name of Authorized Officer (Typed or Printed)

Executive VP / President Martin Marietta Materials - West

Title of Authorized Officer

*Bruce Vaio*

Officer's Signature

7-10-09

Date

STATE OF Texas

) ss:

COUNTY OF Bexar

On the 10th day of July, 20 09, Bruce Vaio  
personally appeared before me, who being by me duly sworn did say that he/she is  
an officer (owner, officer, director, partner, agent or other (specify))  
of the Operator Martin Marietta Materials, Inc.  
and duly acknowledged that said instrument was signed on behalf of said Operator  
by authority of its bylaws, a resolution of its board of directors, or as may otherwise  
be required to execute the same with full authority and to be bound hereby.

Kerry S. Champion

Notary Public

5500 West Loop West, #600  
San Antonio, TX 78230

Residing at

March 29, 2012

My Commission Expires:



**STATE OF UTAH**  
**DEPARTMENT OF NATURAL RESOURCES**  
**DIVISION OF OIL, GAS AND MINING**  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
Telephone: (801) 538-5291 Fax: (801) 359-3940

**NOTICE OF INTENTION TO COMMENCE LARGE MINING OPERATIONS**

The informational requirements of this form are based on provisions of the Mined Land Reclamation Act, Title 40-8, Utah Code Annotated 1987, and the General Rules as promulgated under the Utah Minerals Regulatory Program. (R647-4-et seq.)

*These pages will replace the corresponding pages in the original NOI.*

\*\*\*\*\*

**1. GENERAL INFORMATION**

1. Name of Mine: Milford Quarry
2. Legal name of entity (or individual) for whom the permit is being requested:  
Mailing Address: Martin Marietta Materials, Inc., 2710 Wycliff Rd., Ste 104  
City, State, Zip: Raleigh, North Carolina 27607  
Phone: 919-781-4550 Fax: 919-783-4535  
E-mail Address: \_\_\_\_\_

**Type of Business:**

Corporation ☒, LLC \_\_\_\_\_, Partnership – general \_\_\_\_\_ or limited \_\_\_\_\_,  
Sole Proprietorship (dba) \_\_\_\_\_, or Individual \_\_\_\_\_

**Entity must be registered (and maintain registration) with the State of Utah, Division of Corporations (DOC).**

Are you currently registered to do business in the State of Utah? Yes ☒ No \_\_\_\_\_

Entity # 7379862-0143

If no, contact DOC at [www.commerce.utah.gov](http://www.commerce.utah.gov) to renew or apply.

Local Business License # : \_\_\_\_\_ (if required)

Issued by: City: NA or County: \_\_\_\_\_

**If Business is a Sole Proprietor:**

Name of owner: \_\_\_\_\_ Title: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**If Business is a Partnership:**

Name of Partner: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_



**If Business is a Corporation:**

Name of Officers: Stephen Zelnak Title: Chairman / CEO  
Ward Nye Title: President / COO  
Ann Lloyd Title: Sr. VP / CFO / Treasurer  
Bruce Vaio Title: Exec VP / President, Martin Marietta Materials - West  
Corporate Address: 2710 Wycliff Rd.  
City, State, Zip: Raleigh, North Carolina 27607  
Phone: 919-781-4550 Fax: 919-783-4535  
E-mail Address: \_\_\_\_\_

**If Business is a Limited Liability Company: Member Managed \_\_\_\_\_ Manager Managed \_\_\_\_\_**

Name of 1<sup>st</sup> Member/Manager: \_\_\_\_\_ Title: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

2nd Member/Manager: \_\_\_\_\_ Title: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**2. Contacts:**

**This person may be notified for: permitting ☒ surety \_\_\_\_\_ Notices ☒**  
**(please check all that apply)**

Name: John Stafne Title: Natural Resources and Land Mgr  
Address: 11900 W 87th St. Pkwy, Ste 200  
City, State, Zip: Lenexa, Kansas 66215  
Phone: 913-378-1806 Fax: 913-390-6476  
Emergency, Weekend, or Holiday Phone: 913-481-1892  
E-mail Address: john.stafne@martinmarietta.com

**This person may be notified for: permitting \_\_\_\_\_ surety ☒ Notices \_\_\_\_\_**  
**(please check all that apply)**

Name: Rebecca Gomez-Porras Title: Insurance Administrator  
Address: 2710 Wycliff Rd.  
City, State, Zip: Raleigh, North Carolina 27607  
Phone: 919-510-4746 Fax: 919-788-4372  
Emergency, Weekend, or Holiday Phone: NA  
E-mail Address: rebecca.gomez@martinmarietta.com

**Registered Utah Agent (as identified with the Utah Dept of Commerce) (if individual leave blank):**

Name: C T CORPORATION SYSTEM Title: \_\_\_\_\_  
Address: 136 EAST SOUTH TEMPLE, SUITE 2100  
City, State, Zip: Salt Lake City, UT 84111  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**3. Certification:**

**This certification must be signed by:**

- (1.) an executive officer if the applicant is a corporation;
- (2.) a partner if applicant is a partnership (general or limited);
- (3.) the owner if applicant is a sole proprietorship;
- (4.) the member or manager if applicant is a limited liability company; or
- (5) the individual if the applicant is filing as an individual:

I state under penalty of perjury under the laws of the state of Utah and the United States of America that:

- a. Twin Mountain Rock Company (transferor), has provided a copy of the approved mining and reclamation plan. I will follow the approved mining and reclamation plan until such time that I provide the Division with an amended Notice of Intention (plan) and receive approval of the amended Notice; AND
- b. I commit to the reclamation of the aforementioned large mining operation as required by the Utah Mined Land Reclamation Act (40-8) and the rules as specified by the Board of Oil, Gas and Mining.

Signature: Bruce A. Vaio Date: 07-16-09  
Name (typed or printed): Bruce Vaio  
Title/Position (if applicable): Exec. vp/President nmmn-west

May 24, 2006

Bond Number \_\_\_\_\_  
Surety NAIC No 24740  
Permit Number M/001/036  
Mine Name Milford Quarry I

ATTACHMENT A  
To  
RECLAMATION CONTRACT  
BETWEEN PRINCIPAL AND DIVISION

**COPY**

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
Division of Oil, Gas and Mining  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
Telephone: (801) 538-5291  
Fax: (801) 359-3940

THE UTAH MINED LAND RECLAMATION ACT

SURETY BOND

\*\*\*\*\*

The undersigned Martin Marietta Materials, Inc., as Principal,  
a corporation organized under the laws of the State of North Carolina and  
Safeco Insurance Co. of America, as Surety, a corporation  
organized under the laws of the State of Washington, hereby jointly and severally bind ourselves,  
our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of  
Utah, Division of Oil, Gas and Mining ("Division") and \_\_\_\_\_  
(other agency, if any) in the penal sum of One Million Six Hundred Seventy Eight Thousand Five  
dollars (\$ 1,678,599.00 ).                      Hundred Ninety Nine dollars.

This Surety Bond is provided to secure the obligations of the Principal, as set forth by the terms  
and conditions of the Reclamation Contract, and any addendums thereto, to reclaim lands that will be  
affected by mining operations as identified in the Notice of Intention received, or approved if  
applicable, by the Division on the 7th day of April 20 1997.

The lands that are covered by this Surety Bond are the Lands Affected by mining  
operations as defined and described in the above Notice, and the Mining and  
Reclamation Plan if required, subject to terms and conditions of the Reclamation  
Contract.

The condition of this obligation is that if the Division determines that Principal has  
satisfactorily reclaimed the disturbed lands in accordance with the Mining and Reclamation Plan or  
Notice and has faithfully performed all requirements of the Mined Land Reclamation Act, and



complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect. Failure of the Principal to fulfill the obligations specified by the Mined Land Reclamation Act and the Rules adopted there under, and in accordance with the specification of the Principal's Mining and Reclamation Plan or Notice, may result in forfeiture of this bond in accordance with the applicable statutes and regulations.

If the Mining and Reclamation Plan or Notice provides for periodic partial reclamation of the lands affected, and if the lands are reclaimed in accordance with such Plan or Notice, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond. In the converse, if the Mining and Reclamation Plan or Notice provides for a gradual increase in the lands affected or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety. The amount of reclamation surety may also be adjusted as a result of a periodic review by the Division, which shall take into account inflation/deflation based upon an acceptable Costs Index, or at the request of the operator.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Written notice to the Division and Principal as required by this paragraph shall be provided by certified mail or by a courier service that provides proof of delivery by signature of the recipient. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

Surety is licensed to do business in Utah and is rated by A. M. Best as A- or better or rated as having Financial Performance Rating (FPR) of 8 or better, and is listed in the U. S. Department of Treasury's Circular "570." Upon incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its license, or upon failure to maintain the A. M. Best or FPR rating and listing on Circular "570", Principal shall be without adequate bond coverage as required by the Division and shall have 120 days after notice to replace the bond with other bonds acceptable to the Division. If the Principal does not replace this surety bond as required, the Division may order cessation of mining operations and commence actions to enforce its rights against the Surety. The Surety's liability shall continue and the Surety will remain fully liable for all reclamation obligations of the Principal incurred until this surety bond is forfeited, or the conditions of this obligation have been satisfied.

Page 3  
MR-SUR  
Attachment A  
(revised May 24, 2006)

Bond Number: \_\_\_\_\_  
Surety NAIC No. 24740  
Permit Number M/001/036  
Mine Name Milford Quarry I

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Martin Marietta Materials, Inc.

Principal (Permittee)

Byron Creech, Assistant Treasurer

By (Name and Title typed):

  
Signature

6/11/09

Date

**Surety Company**

Safeco Insurance Company of America  
Surety Company Name

2055 Sugarloaf Circle, Duluth, GA 30097  
Street Address

Rebeca L. Gomez Porras  
Surety Company Officer

Duluth, Georgia 30097  
City, State, Zip

Attorney-In-Fact  
Title/Position

(678) 417-3841  
Phone Number

  
Signature

6/11/09  
Date

Page 5  
MR-SUR  
Attachment A  
(revised May 24, 2006)

Bond Number \_\_\_\_\_  
Surety NAIC No. 24740  
Permit Number H/001/036  
Mine Name Milford Quarry I

### AFFIDAVIT OF QUALIFICATION

On the 11th day of June, 2009, Rebeca L. Gomez Porras personally appeared before me, who being by me duly sworn did say that he/she, the said surety officer \_\_\_\_\_ is the Attorney-In-Fact of Safeco Insurance Co. of America and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said surety officer \_\_\_\_\_ duly acknowledged to me that said company executed the same, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

Signed: Rebeca L. Gomez Porras  
Surety Officer

Title: Attorney-In-Fact

STATE OF NORTH CAROLINA )  
COUNTY OF Durham ) ss:

Subscribed and sworn to before me this 11 day of June, 2009.

Rebecca J. Mearns  
Notary Public  
Residing at: Durham, NC

My Commission Expires:

March 22, 2012



POWER  
OF ATTORNEY

Safeco Insurance Company of America  
General Insurance Company of America  
1001 4th Avenue  
Suite 1700  
Seattle, WA 98154

No. 10120

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*BYRON CREECH; TODD CRUMP; REBECA L GOMEZ PORRAS; KRISTY W. KRETZSCHMAR;  
Raleigh, North Carolina\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 11th day of June, 2009



Dexter R. Legg, Secretary

**MARTIN MARIETTA MATERIALS, INC.**

**ASSISTANT SECRETARY'S CERTIFICATE**

I, Ann M. Connick, do hereby certify that:

I am the duly appointed, qualified and acting Assistant Secretary of Martin Marietta Materials, Inc. (the "Corporation"), a North Carolina corporation.

Attached hereto is a true, complete and correct copy of the relevant portion of the delegation of authority by the Chief Financial Officer of the Corporation granting to Byron Creech the authority to execute the specified documents contained in said delegation of authority. Such delegation of authority has not been amended, modified or rescinded and remains in full force and effect on the date hereof.

WITNESS my hand and seal of this Corporation this 11<sup>th</sup> day of June, 2009.



Ann M. Connick  
Assistant Secretary

[SEAL]



**Exhibit A**

**Delegation of Authority  
From Anne H. Lloyd  
To Byron Creech  
June 1, 2007**

**OPERATIONAL AUTHORITY**

There is delegated to you the following authority:

- Authority to obtain surety bonds on behalf of the Corporation.



**STATE OF UTAH**  
**DEPARTMENT OF NATURAL RESOURCES**  
**DIVISION of OIL, GAS and MINING**  
1594 West North Temple, Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940

**COPY**

---ooOoo---

**LARGE MINE RECLAMATION CONTRACT**

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Martin Marietta Materials, Inc. the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/010/036 which has been approved by the Division under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the land affected by the mining operations in accordance with the Act and regulations, and the Operator is obligated to provide a surety in form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the Act and regulations, as they may be amended, and in accordance with the mining and reclamation plan (Reclamation Plan) approved by the Division all of the lands affected by the mining operations conducted or to be conducted pursuant to the approved Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:

- A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and workings; refuse banks or spoil piles; evaporation or settling ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and
  - B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the approved NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with an approved notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the approved NOI.
- 3. The Reclamation Plan is intended to establish methods, plans, specifications, and other details required by the Act and regulations as they pertain to the lands affected by mining operations, and no provision of the Reclamation Plan shall be interpreted to diminish the requirements of the Act and regulations. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI or Reclamation Plan, which are primarily intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
- 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
- 5. If the Surety expressly provides for cancellation or termination for non-renewal:
  - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or

B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act, the regulations, and the Reclamation Plan, as they may be amended. If the mining operations are modified or for any other reason vary from those described in the approved Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the approved Notice of Intention in accordance with the requirements of the Act and regulations, as amended and the Reclamation Plan, as amended. If the Division makes such finding, Operator may make request to the Division for a reduction in the amount of the surety. The Division, or the Board if the surety is in the form of a board contract, may permit such a reduction if it determines that the reduced amount will be adequate to ensure complete reclamation of the lands affected by the mining in accordance with the requirements of the Reclamation Plan, the rules and the Act, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to

maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.

10. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.
12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party, and that the Operator, if not a natural person, is an entity properly organized and in good standing under the laws of the United States and is registered with and authorized to do business in the State of Utah.

OPERATOR:

Martin Marietta Materials, Inc.

Operator Name

By Bruce Vaio

Authorized Officer (Typed or Printed)

Executive Vice President / President Martin Marietta Materials - West

Authorized Officer - Position

*Bruce Vaio*

Officer's Signature

7-10-09

Date

STATE OF Texas )

) ss:

COUNTY OF Bexar )

On the 10<sup>th</sup> day of July, 20 09, Bruce Vaio  
personally appeared before me, who being by me duly sworn did say that  
he/she is an officer (i.e. owner, officer, director,  
partner, agent or other (specify)) of the Operator and duly acknowledged that  
said instrument was signed on behalf of said Operator by authority of its bylaws,  
a resolution of its board of directors, or as may otherwise be required to execute  
the same with full authority and to be bound hereby.

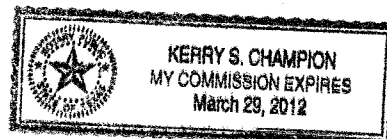
*Kerry S. Champion*

Notary Public

Residing at 8200 IH-10 West, #600, San Antonio, TX 78230

My Commission Expires:

3-29-2012



DIVISION OF OIL, GAS AND MINING:

By \_\_\_\_\_  
John R. Baza, Director Date \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ personally appeared before me, who being duly sworn did say that he,  
the said \_\_\_\_\_ is the Director of the Division of  
Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he  
duly acknowledged to me that he executed the foregoing document by authority  
of law on behalf of the State of Utah.

\_\_\_\_\_  
Notary Public

Residing at: \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires:



## FACT SHEET

Commodity: Rock Aggregate / Ballast

Bonded Acres: 331.4

Mine Name: Milford Quarry

Permit Number: M/010/036

County: Beaver

Operator Name: Martin Marietta Materials, Inc.

Operator Address: 2710 Wycliff Rd, Raleigh, NC 27607

Operator Phone: 919-781-4550

Operator Fax: 919-783-4535

Operator Email: \_\_\_\_\_

Contact Name: John Stafne, 11900 W 87th St. Pkwy, Lenexa, KS 66215

Contact Email: john.stafne@martinmarietta.com

Contact Phone: 913-378-1806

Surety Type: Bond

Bank: Safeco Insurance Co. of America

Surety Amount: \$1,678,599.00

Account number: Bond No.

Tax ID (required for cash only): \_\_\_\_\_

Escalation year: 2011

Surface Owner: Bureau of Land Management

Mineral Owner: Bureau of Land Management

UTU/ML number: UTU 73390-A3

\*\*\*DOGM Contact: Penny Berry, State of Utah, Division of Oil Gas and Mining, 801 538 5291 or  
bondcoordinator@utah.gov



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## Business Entity Search



| Name  | Type  | City    | Status |
|---|---|---------|--------|
| MARTIN MARIETTA MATERIALS REAL ESTATE INVESTMENTS, INC. | Corporation   | Raleigh | Active |
| Business Name:  | MARTIN MARIETTA MATERIALS REAL ESTATE INVESTMENTS, INC. |         |        |
| Entity Number:  | 7375862-0143  |         |        |
| Registration Date:                                      | 06/04/2009  |         |        |
| State of Origin:  | DE  |         |        |

## Address

2710 WYCLIFF RD  
Raleigh, NC 27607

## Status

|                     |                                |
|---------------------|--------------------------------|
| Status:             | Active                         |
| Status Description: | Good Standing                  |
| This Status Date:   | 06/04/2009                     |
| Last Renewed:       | N/A                            |
| License Type:       | Corporation - Foreign - Profit |
| Delinquent Date:    | 06/04/2010                     |

## Registered Agent

|                   |   |
|-------------------|---|
| Registered Agent: | C T CORPORATION SYSTEM<br>[Search BES] [Search RPS] |
| Address Line 1:   | 136 EAST SOUTH TEMPLE, SUITE 2100                   |
| Address Line 2:   |   |
| City:             | Salt Lake City                                      |
| State:            | UT  |
| Zip:              | 84111   |

## Additional Information

|                                  |  |
|----------------------------------|--|
| Duration Time:                   | PERPETUAL                              |
| Incorporated in Home State Date: |  |
| NAICS Code:                      | 5313                                   |
| NAICS Title:                     | 5313-Activities Related to Real Estate |

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## Business Entity Search



## Business Entity Search - Principals:

| Name  | Type        | City    | Status |
|---|-------------|---------|--------|
| MARTIN MARIETTA MATERIALS<br>REAL ESTATE INVESTMENTS,<br>INC. | Corporation | Raleigh | Active |

| Position         | Name                   | Address                              |                         |
|------------------|------------------------|--------------------------------------|-------------------------|
| Registered Agent | C T CORPORATION SYSTEM | 136 EAST SOUTH TEMPLE, SUITE<br>2100 | Salt Lake City UT 84111 |
| Director         | ROSELYN R BAR          | 2710 WYCLIFF RD                      | Raleigh NC 27607        |
| Secretary        | ROSELYN R BAR          | 2710 WYCLIFF RD                      | Raleigh NC 27607        |
| Director         | ANNE H LLOYD           | 2710 WYCLIFF RD                      | Raleigh NC 27607        |
| Treasurer        | ANNE H LLOYD           | 2710 WYCLIFF RD                      | Raleigh NC 27607        |
| Director         | C HOWARD NYE           | 2710 WYCLIFF RD                      | Raleigh NC 27607        |
| President        | C HOWARD NYE           | 2710 WYCLIFF RD                      | Raleigh NC 27607        |
| Officer          | STEPHEN P ZELNAK, JR   | 2710 WYCLIFF RD                      | Raleigh NC 27607        |
| Director         | STEPHEN P ZELNAK, JR   | 2710 WYCLIFF RD                      | Raleigh NC 27607        |

Additional Principals on file at Division of Corporations: N



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